

AMENDED RULES AND REGULATIONS ñ WHISPER WALK SECTION C (EASTGATE)

1. Purchasing Policy:
 - a) A unit cannot be rented by an owner for the first twenty-four (24) months of their ownership, commencing from the date on which they acquired title to the unit.
 - b) No corporation or partnership will be permitted to purchase a unit.
2. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings and the other portions of Section C.
3. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated, or modified by any Owner in any manner without the prior written consent of the Association, by its Board of Directors (Board") which consent may be withheld on purely aesthetics grounds within the sole discretion of the Board. An Owner shall not install any storm shutters, hardware or the like without the prior written approval of the Board as to design and color and in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any such items, which have been previously installed at the time Board approval is requested.
4. No article shall be hung or from the doors or windows of the Units or placed outside or on windowsills of the Units, with the exception that an Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. A maximum of two artifacts, this includes a combination of statues and pots containing plants, may be placed outside of the unit.
5. No Owner, resident or guest shall make or permit any noise that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of others. If an Owner is having remodeling done that creates a disturbance, work cannot start before 8:00 AM. and must stop by 5 PM.
 - a. Any Owner who plans to be absent from his Unit during the Hurricane Season (June 1st-November 30th) MUST prepare his/her Unit prior to his/her departure by:
 - i. Removing all furniture, potted plants and other movable objects from his/her porch or patio.
 - ii. Designating a responsible firm or individual to care for the Unit in the event that the Unit suffers any hurricane damage.
6. All garbage and refuse from the Units shall be deposited with care in covered garbage containers. These containers must be in good condition and intended for such a purpose. Garbage containers may not be placed at the curb before 6 PM on the evening before pickup. No food items are to be placed in plastic bags. Non-food items such as building materials and furniture may be placed in plastic bags in the evening prior to pick up.

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7. Any damage to the Section C Property, Common Elements or another Unit due to an Owner, tenant, guest, invitee or licensee's willful acts, gross negligence or negligent actions or omissions, including but not limited to misuse of equipment, failure of equipment or failure to maintain or repair equipment, shall be the financial responsibility of the associated Owner, who may be jointly and severally liable along with any other culpable parties. This includes, but is not limited to damage caused by defective water closets, water heaters, dishwashers, shower and bath pans and washing machines.
8. Unit Owners may not remove any plants or shrubs from the any Condominium Property without written permission of the Board of Directors, as they are the property of the Association. The only items exempt from this rule are flowers.
9. No Owner shall request or cause any employee or agent of the Board of Directors of the Association to do any private business of the Owner during working hours.
10. The agents and employees of the Board of Directors of the Association and any contractor or workman authorized by the Board may enter any Unit, when accompanied by a Director or designee at any reasonable hour of the day for the purpose permitted under the terms in the Section C documents and Florida law. Entry will be made by pre-arrangement with the Owner, if possible, except under circumstances deemed an emergency by the Board or the Manager, in which case access is deemed permitted regardless of the hour.
11. No vehicle or other possession belonging to an Owner or their tenant, guest, invitee or licensee shall be positioned in such a manner as to impede or prevent ready access to another Owner's parking space. The Owner and their tenants, guests, invitees and licensees will obey the parking regulations posted in the private streets, parking areas, and drives and any other traffic regulation promulgated in the future for the safety, comfort and convenience of the Owners. No overnight parking on the streets is permitted except in emergencies. Vehicles are not permitted to park on the grass at any time.
12. No Owner shall use or permit to be brought into the Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosive(s) or article(s) deemed extra hazardous to life, limb or property. This includes the use of Generators.
13. Any damage to the Condominium Property, any portion of the Section Property or equipment of the Association caused by an Owner, tenant, guest, invitee, or licensee shall be repaired or replaced at the expense of such Owner.
14. Each Owner shall be held responsible for the actions of his/her tenants, guests, invitees and licensees.

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15. The regulations governing the use of the Section C Property including permitted hours, guest rules, pool rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Board of Directors of the Association. The rules for the pool, clubhouse, pool room and exercise room shall be posted. Towels must be used on chairs in pool area. Before entering the pool, all are expected to shower.
16. No children under (18) years of age shall be permitted to reside in a Unit except for temporary residence not to exceed thirty (30) days per calendar year.
17. Complaints regarding the management of the Condominium Property, the Section C Recreation Area or regarding actions of other Owners, tenants, guests, invitees or licensees shall be made in writing to the Association.
18. The Section C Property and the Section C Recreation Areas are solely for the use of the Owners and their tenants, guests, invitees and lessees. The use of the recreational facilities shall be at the risk of those involved and not, in any event, at the risk of the Association.
19. No boats, boat trailers, house trailers, motorhomes, service trucks, cargo vans, motorcycles, motor scooters, go carts, golf carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, other than four-wheel passenger automobiles determined acceptable by the Board as consistent with the Declaration, shall be placed, parked or stored within Section C. No maintenance or repair shall be done upon or to any such vehicles except within the area of a Unit designated for storage and totally isolated from the public view. The Association shall have the right to authorize the towing away of any vehicle in violation of the decisions made by the Board at the cost of the Owner or violator.
20. No solicitation for any purpose shall be allowed without prior written consent of the Board.
21. The Owner should further refer to certain activities that are restricted or prohibited within Section C, as contained in the Amended and Restated Declaration and the amendments thereto, which are collectively binding upon all Owners and their tenants, guests, invitees and licensees.
22. No Rental or Resale sign shall be placed anywhere on Whisper Walk Property.
 - a. No OPEN HOUSE signs or decorative displays, balloons, etc. specific to advertising or conducting OPEN HOUSE activity may be placed on Section C Common Elements or Limited Common Elements.
 - b. At no time may a Garage Sale be held in Section C.
23. The Use of any lawn sprinkler device or apparatus, attached to a garden hose using the interior water supply is strictly prohibited. Supplemental landscape watering to be performed by hand watering only.

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24. The washing of cars may be done by the Owner or tenant in their driveways unless there are water restrictions in place.
25. Patios installed prior to 7/1/2015 regardless of size will be allowed. Any patio installed after 7/1/2015 (which was determined by a Seacrest Survey) without the written approval of the board which exceeds the prescribed dimensions of: Champagne Model 10' by 12' and the Chateau Model 4' by 12' must be reduced in size to the appropriate dimensions. At no time can shrubbery be removed to accommodate these patios without the written consent of the Board of Directors.
26. Any Owner may report a violation of the Rules & Regulations to the Association (or its management company, if any) in writing.
27. Umbrellas must be closed at night in the side patio of the Owners residence, at the Champagne Models only. Umbrellas may not be left out when there is a Hurricane Watch/Warning, Tropical Storm Watch/Warning or Tornado Watch/Warning.
28. The Procedure for enforcing these Rules & Regulations shall be as follows:

- a. First Offence (1st Notice)

When the Association becomes aware of noncompliance with any terms of the governing documents by an Owner or their tenant, guest, invitee or licensee, the Association, either itself or through its management company, may send a first notice of violation by certified mail and/or regular mail to the Owner and/or additional party(ies) advising them of the rule which they are accused of violating and warning that they must come into compliance within ten (10) days. For certain violations that are not of an ongoing/continuing nature, the Board, in its discretion, may determine to issue a fine without warning.

- b. Second Offence (2nd Notice)

If the violation continues beyond the time specified within the first notice or if the violation was timely cured, but re-occurs, the Association after verifying the violation, may send a second notice of violation by certified mail and/or regular mail and shall apprise the recipient that the matter has now been sent to the Board for them to consider levying a fine. Fines will not exceed \$100 per violation, or if continuing in nature, may incur up to \$100 per day until a maximum fine of \$1,000 is accrued.

29. If the Board levies a fine against an Owner or another culpable party, before it shall be imposed against that Owner or culpable party, the Association shall:
 - a. Afford the individual against whom the fine has been levied an opportunity for a hearing before a Committee of three (3) Owners (who are neither Board members nor anyone residing with Board members) after reasonable notice of not less than fourteen (14) calendar days has been provided and such notice shall include:

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- i. A statement of the date, time and place of the hearing.
- ii. A statement of the provisions of the governing documents which have allegedly been violated.
- iii. If the Association so chooses, a short and plain statement of the matters asserted by the Board of Directors of the Association.

After the committee holds the hearing at which it determines whether to uphold or reject the fine levied by the Board, written notice will be provided by the Association to the relevant parties regarding the committee's determination. Please note that the committee may not change the amount of the fine and may only vote to uphold or reject the fine as levied by the Board, in the amount determined by the Board.

30. An Owner who fails to pay an assessment within ten (10) days of it coming due shall be charged a late charge of twenty-five (\$25.00) dollars by the Association for such late payment, and the unpaid assessment shall also be subject to interest at the maximum rate allowable by law. Owners shall be responsible to pay all late fees, interest, costs and attorneys' fees incurred in connection with the collection of unpaid assessments whether said amounts are incurred pre-suit or after litigation has commenced.
31. No Owner or Renter is permitted to have a pet of any kind with the following exceptions:
 - a. An emotional support animal or service animal, properly licensed with Palm Beach County and current on its vaccinations, and whose owner has provided the Board of Directors with sufficient documentation justifying the medical necessity will be permitted. If a reasonable accommodation for such an animal is afforded, the owner of the animal must walk the animal on a non-retractable leash or hold the animal when outside of the Unit, keep the animal properly restrained and under their control at all times, immediately clean up after the animal and the animal may not be a nuisance or danger to others.
32. The Unit Owner shall notify the Association no less than seven (7) days prior to any guest occupying their Unit if the duration of the guest's occupancy shall be a) for more than five (5) consecutive days and b) in the absence of the Unit Owner. The Unit owner shall provide the association with the intended guest's names, relationship to owner, and ages if minors.

A more comprehensive explanation of OCCUPANCY AND RESTRICTIONS can be found in the Amended Declaration of Condominium of Whisper Walk Section C Association Inc Section 16.1